



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 11, 2011

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

16 JANUARY 11, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY TO ENTER INTO A CITY OF LONG BEACH-LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT AGREEMENT FOR FLOOD CONTROL MAINTENANCE  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the City of Long Beach that would authorize the Los Angeles County Flood Control District to provide the City of Long Beach up to \$500,000 for maintenance activities related to the removal of debris deposited on City of Long Beach beaches and marinas generated from storm flows in the Los Angeles River.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the City of Long Beach that would provide for the Los Angeles County Flood Control District to contribute up to \$500,000 to the City of Long Beach for the City's costs of maintenance activities related to the removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River in a form approved by County Counsel and to take all steps necessary to implement the Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, an Agreement substantially similar to the enclosed with the City of Long Beach (City). The purpose of

the Agreement is to authorize the LACFCD to provide funding to the City for maintenance activities related to the cleanup of debris and vegetation that is conveyed by flood control facilities onto City beaches and marinas.

The LACFCD oversees many flood control facilities within the Los Angeles River Watershed that eventually drain to the mouth of the Los Angeles River within the City's boundary. This Maintenance Agreement establishes a collaborative partnership for the LACFCD to share costs with the City for the cleanup of debris deposited on City beaches, marinas, aquatic habitats, and other recreational areas.

Your Board of Supervisors (Board) previously approved last year's Agreement with the City, allowing the LACFCD to provide funding to the City for the removal of debris deposited on City beaches and marinas up to a maximum of \$500,000 annually, which expired on June 30, 2010.

The LACFCD is recommending that your Board approve the delegation of authority to enter into an Agreement to continue to provide funding for the specified maintenance activities. The proposed Agreement will terminate on June 30, 2011.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The recommended action will help meet this goal by providing the City with funding up to a maximum of \$500,000 for the removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River, which improves the quality of life in our community.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Per the proposed Agreement, the LACFCD will provide funding to the City up to a maximum of \$500,000 for the City's debris removal activities. Funding is available in the Fiscal Year 2010-11 adopted Los Angeles County Flood Control District Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The City, as the lead agency for this project, previously determined that the project was categorically exempt from the provisions of the California Environmental Quality Act (CEQA), under Class 1(b), Sections 15301 and 15304, of CEQA Guidelines.

On February 1, 2005, Synopsis No. 42, your Board concurred with the City's finding and determined that this project is categorically exempt from the provisions of CEQA, pursuant to Class 1 (b), Sections 15301 and 15304, of CEQA Guidelines.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

This Agreement will provide the City with the LACFCD funding assistance necessary to remove debris from the beaches and marinas conveyed by the LACFCD storm drains from July 1, 2010, to June 30, 2011. This action will not interfere with the primary mission of the LACFCD.

**CONCLUSION**

Please return one adopted copy of this letter to the Chief Executive Office and one to the Department of Public Works, Watershed Management Division. After final approval by the Chief Engineer of the LACFCD or her designee, the fully executed original of the Agreement will be provided for your files.

Respectfully submitted,



GAIL FARBER  
Director

GF:GH:jtz

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY).

## WITNESSETH

WHEREAS, CITY and LACFCD have heretofore executed on September 28, 2009, the CITY-LACFCD Agreement, which expired June 30, 2010, for LACFCD to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the maintenance of LACFCD-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, LACFCD installed a trash-collection device in the Los Angeles River to reduce deposition of storm-laden trash, vegetation, and other floating, urban debris emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, the above-mentioned trash-collection device captured 700 tons of trash during Fiscal Year 2007-08, 1,070 tons during Fiscal Year 2008-09, and 940 tons in Fiscal Year 2009-10; and

WHEREAS, LACFCD and the tributary cities are moving forward with the goal of reducing trash in the Los Angeles River by ten (10) percent per year; and

WHEREAS, LACFCD is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas generated from storm flows from the Los Angeles River.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) LACFCD AGREES:

- a. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to assist in the cost of cleaning debris deposited on CITY beaches and marinas generated from runoff from the Los Angeles River and LACFCD-owned storm drain beach outlets in CITY.
- b. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to assist CITY in performance of work in accordance with paragraph (1) a. above.
- c. To continue to implement source-control and treatment-control Best Management Practices to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.

- d. To develop data-collection methods and reporting criteria to quantify LACFCD'S efforts specified in paragraph (1) c. above and the effect of the source-control and treatment-control Best Management Practices on CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to LACFCD quarterly invoices for work performed and eligible for payment under the terms of this AGREEMENT.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT to notify LACFCD of those costs that are eligible for reimbursement and to refund to LACFCD the amount received from any agency within thirty (30) calendar days upon receipt of any such reimbursement received, not to exceed the amount paid to CITY by LACFCD.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended, modified, and cancelled by LACFCD or CITY by providing a written notice within one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending payment shall not be affected by such cancellation, but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
- b. LACFCD shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY'S costs are eligible for reimbursement from any Federal, State, or local agency or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall terminate on June 30, 2011.
- d. CITY shall not, under any circumstances, allow or direct work crews to enter or modify LACFCD storm drain systems.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Phil T. Hester  
Director of Parks, Recreation and Marine  
City of Long Beach  
2760 Studebaker Road  
Long Beach, CA 90815-1697



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on \_\_\_\_\_, 2011, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2011.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF LONG BEACH

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney